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ABSTRACT

This part of the School Management Handbook provides school administrators with an overview of the factors affecting collective bargaining and contract management in the schools. The first section introduces the concept of collective bargaining in education, itemizing the legal principles underlying bargaining and reviewing the principal's roles as negotiator, contract administrator, and in some cases as member of a bargaining unit. Section 2 focuses on the negotiation process, providing information on the scope of negotiations, precautions to take before negotiations, negotiation strategies, contract provisions, and handling reductions in force. Contract management is the topic of section 3, which discusses how teacher contracts can affect relations between teachers and principals, what the principal's role in contract management is, how contract management can be planned for, how decisions regarding the implementation of contract provisions can be approached by principals, and how grievances should be handled. The fourth section describes situations in which principals themselves bargain collectively. The fifth and final section first considers trends in collective bargaining, then discusses the importance of adequate information, planning, and communications in labor relations. (PGD)

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Number 6 July 1982

SCHOOL MANAGEMENT HANDBOOK

Negotiating and Administering Contracts—July

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6.1. INTRODUCTION

SUMMARY

Collective bargaining among teachers can place principals in seriously conflicting roles.

BACKGROUND

Collective bargaining is the procedure by which an employee union negotiates with the employer to arrive at a contract setting forth mutual rights, responsibilities, and obligations. The contract nearly always covers salaries and fringe benefits, but can also govern a wide range of working conditions.

Collective bargaining among teachers has become the rule rather than the exception. Today approximately 79 percent of school districts nationwide engage in collective bargaining with certified personnel. According to an NAESP survey, those contracts cover approximately two-thirds of all public elementary school teachers. The figures vary widely among regions, ranging from over 95 percent in the East and the Far West to under 20 percent in the South.

Far fewer principals are themselves members of bargaining units: only about 20 percent nationally. Moreover, most principals do not feel that teachers should engage in collective bargaining, either. In fact, studies show that collective bargaining by teachers correlates with low morale among principals, over 40 percent of whom believe that the practice has negative effects on education. Some principals, along with other educators, disagree. Collective bargaining, they say, spells out more clearly the respective roles of teachers and administrators, and promotes fair and impartial decision making.

LEGAL UNDERPINNINGS

When a properly elected union and a school district sign a contract, the courts will enforce its provisions against challenges, including challenges from such sources as teachers and school system employees who took no part in the negotiation, and including teachers who voted against that union. Even clauses that in practice prove difficult or impossible to implement nonetheless remain binding, unless the union and the district agree to change them.

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The legal support for every collective agreement lies in a handful of legal principles:

1. *Teachers may organize.*

   A state statute may require collective bargaining among teachers, may permit it, or may make no mention of it. The trend is comparatively recent: Wisconsin passed the first such statute in 1959. Since then, some 32 other states have enacted laws that permit or regulate collective bargaining by educators. Some include principals along with teachers, some exclude principals, and some do not refer to them either way.

   Where there is no statute at all, the constitutional rights of association under the first and fourteenth amendments entitle teachers to form a union if they care to do so, according to *McLaughlin v. Tilendis*, 398 F.2d 287 (7th Cir. 1968). (Since *McLaughlin* was a federal case decided on federal constitutional principles, its reasoning would presumably apply in every state that lacks a bargaining statute.)

2. *With certain statutory exceptions, all rights and obligations of the parties come from the contract.*

   In this respect, a collectively bargained agreement is different from many other legal relationships. A car owner who is injured because the car is defective can recover from the manufacturer, even when the contract under which he purchased the car says he cannot. A father has the legal obligation to provide financial support for his child, even if he and the mother make an agreement to the contrary. In both cases, the law imposes the obligation without regard to the positions taken by those involved. In contrast, and subject to the exceptions below, a collective agreement is the last word. A teacher or principal working under an agreement has no obligations beyond those laid out in the agreement and in state statutes. Anything that is not actually on the signed paper is not part of the agreement, and cannot be enforced.

3. *State law governs.*

   The union and the district may not agree to violate state law. If a state statute calls for 180 school days each year, that point is not open to negotiation. But any point not covered by state law can be set by agreement. During New York City's financial crisis in the mid-1970s, the Board of Education accommodated to a teacher strike by cutting back the number of instructional hours each week, so as to make more time for teacher preparation. Local community school districts protested the cuts. The highest court in New York State found that no statute specified the length of the

school day, and so it let the agreement stand, *New York City School Boards Association v. Board of Education*, 39 N.Y.2d 111, 383 N.Y.S.2d 208 (1976).

Operation of the agreement can be further affected by judge-made state law. Many states have a statute that allows dismissal of a teacher for immoral behavior. Some of the courts have construed "immoral behavior" beyond behavior that impinges directly on students or impairs performance in the classroom; they allow dismissal for any behavior that is offensive to the mores of the community: nonmarital cohabitation, pregnancy out of wedlock, homosexual activity, and the like. Again, state law controls. A collective agreement in those states cannot narrow grounds for dismissal so as to allow particular kinds of behavior.

4. *Teachers' unions have special constitutional protection.*
School districts have less flexibility in dealing with their unions than a private employer would. One federal appeals judge described "the all-too-familiar situation in which a dispute, commonplace in the private sector, becomes constitutional litigation by virtue of the fact that public employers [the school boards] are involved, rather than private entities, [so that the teachers] are, therefore, able to turn a problem of labor relations into a constitutional issue." *Connecticut State Federation of Teachers v. Board of Education Members*, 538 F.2d 471, 478 (2d Cir. 1976). A private employer can restrict free speech and freedom of association without running afoul of the constitution, where a school board, acting as an arm of the state, cannot.

The same federal appeals court has held, however, that the special constitutional protections apply only to the union in power. For example, a union representing a minority of teachers, and bent on replacing a rival union representing the majority, sought to disseminate its views through the schools' mailboxes, bulletin boards, and meeting facilities. The school board was reluctant to see the schools become a labor battleground, and so denied permission. On grounds that school mailboxes, bulletin boards, and meeting rooms are not public facilities, the court held that they need not be open to all, and ruled for the school board. *Connecticut State Federation of Teachers v. Board of Education Members*, cited above.

Teachers have another advantage over private employees: they can help to choose their own management. In some areas, teachers' unions have been very active in local school board elections, helping to elect candidates who take pro-teacher positions on salary and policy issues.

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ROLES OF THE PRINCIPAL

The rigidity of a collective contract, in combination with the special privileges extended to members of teacher unions as public employees, raises a host of awkward situations for the building principal. The situations are exacerbated by the principal's need to serve in inherently inconsistent roles with regard to the district, the contract, and the union. A collective bargaining arrangement opens no fewer than three separate roles for the principal, and in some instances, principals will have to take on two or more roles simultaneously:

1. *Management negotiator.*
   Some school districts make a practice of having a principal on the district's negotiating team. Occasionally a principal takes the role of chief negotiator. Districts which prefer not to have a principal at the table often caucus routinely with principals while negotiations are underway. Many others seek the advice of principals before negotiations begin.
2. *Contract administrator.*
   As the building-level manager, the principal is the person most directly responsible for day-to-day administration of the contract. Unlike the first and third roles listed here, this one applies to virtually every principal in every district governed by a collectively bargained agreement.
3. *Labor.*
   A minority of principals are themselves members of bargaining units. Some belong to the teachers' unit; and some constitute their own bargaining unit separate from the teachers'.

No one of these roles presents any particular difficulty in itself, apart from the problems that ordinarily attach to management representation, contract administration, or work under a negotiated agreement. But the multiplicity of possible roles, and especially the possibility of overlap among them, can sometimes force the principal to take positions that are logically contradictory.

The following sections explore in greater detail the principal's three roles, and the potential conflicts among them.

6.2. NEGOTIATION

SUMMARY

As front-line administrator, the principal must have substantial input to the district's negotiating positions, preferably through participation in the negotiation process itself.

BACKGROUND

The core provisions of the typical negotiated contract cover teachers' wages and working conditions. Not all contractual items are of direct interest to principals; teachers' salaries, for example, and certain of their fringe benefits, are ordinarily of no consequence to the operation of the school. But teachers' working conditions are a matter of daily concern to principals. Contractual provisions that govern such matters as working hours, time off at lunch, arrangements for sick leave, class size, and provisions for extracurricular activities can greatly impinge on the principal's capacity to manage.

Because the principal is so significantly affected by a negotiated contract, it is important that he or she have sufficient opportunity to help shape the negotiating process. There is the danger otherwise that the school board team may bargain away provisions that are crucial to the school's day-to-day operations, thereby undermining the principal's effectiveness. In one large city, for example, negotiators accepted a provision that allowed teachers their lunch hours free of any duty. Principals subsequently found themselves with unsupervised lunchrooms, and no staff in the building to help.

SCOPE OF NEGOTIATIONS

The topics of negotiation are governed by state statute. Every state with a bargaining statute specifies the issues subject to bargaining. In those states where bargaining is required, the topics may be divided into two categories: items on which collective bargaining is mandatory, and those for which it is permitted but not required. For mandatory issues, the board and the teachers either must reach agreement or fall back on whatever impasse procedures are specified in the statute, such as mediation or arbitration. In the permissive category, any item on which agreement is forthcoming can be included in the contract, but a signed contract is valid even if those items are not included.

The provision for mandatory bargaining most typically covers "wages, hours, and terms and

conditions of employment," or words to the same effect. Some statutes are far more specific. The Kansas statute, for example, defines terms and conditions as including the following: salaries and wages; hours and amounts of work; vacation, holiday, sick, and other leave; number of holidays; retirement; insurance benefits; wearing apparel; overtime pay; jury duty; grievance procedure; discipline procedure; resignations; termination of contracts; supplemental contract pay; extended and sabbatical leave; nonrenewal of contracts; reemployment of professional employees; terms and form of individual contracts; probationary periods; evaluation procedures; certain union privileges; "and other mutually agreed-upon matters."

In many states, the statute fails to define "terms and conditions of employment." Negotiators may first have to determine just what it is that under the statute must be negotiated. Typically the teachers will press for mandatory bargaining on items that the school board would prefer to handle outside the contract. Sometimes the bargaining reaches an impasse over the question of which issues must be reflected in the contract.

In one case that went as far as the Supreme Court of Connecticut, negotiators could not reach agreement on class size, teacher load, length of school day, school calendar, extracurricular activities, and binding arbitration of grievances -- nor could they agree on whether these issues fell within "terms and conditions of employment," and thus under state law were subjects of mandatory bargaining. The Connecticut court observed: "This problem [of defining conditions of employment] would be simplified greatly if the phrase 'conditions of employment' and its purported antithesis, educational policy, denoted two definite and distinct areas. Unfortunately, this is not the case. Many educational policy decisions make an impact on a teacher's conditions of employment and the converse is equally true." *West Hartford Education Association, Inc. v. DeCourcy*, 162 Conn. 566, 581, 295 A.2d 526, 534 (1972).

The court went on to hold that class size, teacher load, binding arbitration, and compensation for extracurricular activities were all mandatory subjects of negotiation, while the length of the school day and the school calendar were not. Courts in other states, however, faced with different statutes, could well come to different results.

The court's remarks on policy in the *West Hartford* opinion, written a decade ago, foreshadowed what later became an important trend in collective bargaining. School boards have shown an increased willingness to expand the topics under negotiation to include policy matters. The districts most likely to negotiate what were previously thought of as policy issues are generally those that have been bargaining collectively for many years.

The policy questions most often finding their way into contracts involve student discipline procedures and decisions as to curriculum and materials. Through the years, however,

various districts in New York State have bargained away board discretion over the right to experiment with performance contracting, assignment of teacher aides, staff reduction, class size, school calendar, and budget decisions. Denver went farther on the class size issue, bargaining with teachers on a weighting system to cut down the number of children in classes with "problem students."

A clear example of the trend arose in Los Angeles. There, the school board in the early 1970s had instituted a policy that banned corporal punishment. A majority of teachers opposed the policy. In 1979 the board negotiated, and subsequently approved, a collective contract that included a provision reestablishing corporal punishment in the elementary and junior high schools. Local commentators at the time objected strenuously to the board's having allowed a policy responsibility to degenerate into just another chip on the bargaining table.

Experts attribute the trend to adverse financial circumstances: having run out of money to offer, school boards are trading power instead. The result can have a direct bearing on the principal's effectiveness in the school. In some districts, moreover, parents' groups have sued school boards for bargaining away authority that the parents thought belonged with elected officials.

BEFORE NEGOTIATIONS

Approximately 28 percent of school districts include principals on their bargaining teams, most often as advisors rather than negotiators. These districts find that a principal can often alert the negotiator when the union representative raises a spurious argument. After the negotiations are over, a principal who participated is in an especially good position to brief his or her colleages on the contract's provisions. Often, these are also districts which want to show principals that their opinions count, and to include principals as full working members of the management team.

The main argument raised against having principals at the table is the possibility of adversarial negotiations driving a wedge between principals and teachers that will persist and thus impair their working relationship during the school year. Most district officials would also agree that it is particularly inappropriate to have principals on the management side of the table when principals themselves are members of a bargaining unit. See Section 6.4.

Even where principals take part in negotiations, the fraction who do so is necessarily very small. A much broader base of principals ought to have input to the process, if negotiators are to be guided by the benefit of front-line experience.

So far as principals are concerned, the most important part of the negotiations must take

place well before anyone sits down at the table, in a series of meetings between principals and the negotiating team. Broadly speaking, the agenda for such meetings should include the three following items: (1) Problems that have arisen under the current contract and need to be fixed, (2) Proposals teachers are likely to put forward that would lead to trouble at the level of building management, and (3) A careful examination of the board proposals for the negotiation to identify possibilities for putting principals in an awkward situation.

If the negotiators understand principals' legitimate needs, there is less danger of their accepting provisions that will prove unworkable in practice.

In addition to such meetings as these, it is advisable to hold periodic caucuses between the district bargaining team and principals while negotiations are underway. If there is already a good understanding between the team and the principals, the discussions will merely update issues already discussed--for example:

> "We are considering a proposal that says thus-and-so. Could you live with that?" The answer may be, "Yes"; or it may be, "No, but we could get by with thus-and-such."

This procedure allows the negotiators to bargain with confidence on the broad range of issues under "working conditions," and it helps to ensure that the resulting contract will not leave principals in an untenable position.

NEGOTIATING STRATEGIES

Principals slated to become part of the bargaining group, and who are inexperienced in professional labor negotiation, are urged to take the following steps:

1. Meet ahead of time with the chief negotiator to go over the board's positions on each issue: the board's opening offer, where it hopes to settle, and the point beyond which it cannot yield. Ascertain the overall strategy as well: the sequence in which the board prefers to take up items, and why; which items are free to be given away; what those will be traded for; and so forth.

   Determine any personal or political concerns that are likely to figure in the negotiations. These might include, for example, personal constituencies and political aspirations of particular board members; power struggles within the union; the union's efforts to keep out a rival bargaining group; and possibly a range of public relations issues on both sides. Such factors can sometimes turn a minor concession by one side into a disproportionate advantage to the other, with corresponding returns.

   Attempt to learn as much as possible about the people who will be negotiating for the teachers. A knowledge of their likely strategies is also very helpful. As just one

example, union negotiators very often phrase their bargaining positions in terms of benefits to the children, playing down the advantage to the teachers. That way, when the board rejects a proposal, the teachers can tell the television news cameras that the board does not have students' welfare at heart, while they, the teachers, do.

2. Read some of the large body of literature on negotiating tactics. Collective bargaining in education has spawned numerous studies, reports, and other materials that can be very helpful to the novice.
3. Work out ahead of time with other members of the team how the group will interact at the table. Be aware, for example, that a strategy of open disagreement of the team may be planned ahead of time. The chief negotiator may intentionally put forward seemingly unreasonable propositions, in order to diminish the other side's expectations. There may be deliberate attempts to provoke the other side into emotional reactions, or into walking out. Members of the district team may themselves feign anger to score psychological points. Behavior that would be unacceptable in almost any other social situation seems to have become part of the game in labor negotiations.

One group of researchers, while observing many educational collective bargaining sessions, identified five distinct sorts of behavior among the bargaining teams involved:

1. The quest for the ideal contract, resulting in much argument with fellow team members in planning sessions and caucuses over what provisions the ideal contract would contain.
2. The give-and-take philosophy, invariably giving up something when the other side does, but never budging until they do.
3. Rallying of the troops, in which the chief negotiator spends much of his time exhorting his fellow team members to hold fast.
4. The zone of tolerance approach, in which one side attempts to forecast just how far the other side will go to avoid a strike.
5. The package bargain, in which one side puts together a combination of proposals from both sides and hands the package across the table on a "take it or leave it" basis, refusing to discuss adjustments to the individual components. Mitchell et al., Am. J. Ed., Feb. 1981, pp. 168-170.

Because the skills and tactics of negotiating an educational collective bargaining agreement represent a highly specialized area of professional competence, there is room here to barely scratch the surface. As a beginning, the American Association of School Administrators has compiled the following list of negotiating principles for those on the management side of the table:

1. Have union negotiators explain each proposal at length before reacting, in order to assess their priorities.

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2. Seek early agreement on the underlying financial data, so that both groups are working from the same set of numbers.
3. To gain the initiative, work from management's proposals, not from the union's.
4. Give away nothing; always obtain something in return. But each concession by the union need not be met with one from the board.
5. Build rapport and momentum with early agreement on unimportant issues.
6. Trade off issues unimportant to management, but important to the union, in return for those that are worth more to management.
7. Deal in packages, so that the union can drop several demands at once without losing face.
8. Negotiate economic items last. (This issue is different from Item (2) above.)
9. Require the union to justify each proposal in terms of local needs and conditions.
10. For each issue, seek to reach agreement on general concepts before discussing specific contract language.
11. Once each issue is agreed upon, reduce it to writing and have both sides initial it. But note that reopening an issue already initialed can be a sign of bad-faith bargaining.
12. Defer until late in the process those items on which agreement is difficult to reach.
13. Be conciliatory when management must reject a proposal. Explain, and offer counter-proposals.
14. Keep policy statements out of the contract, even those with which management agrees.
15. Use subcommittees from both sides to carry out preliminary negotiations on specific, well-defined issues.
16. Schedule bargaining sessions carefully; take advantage of natural deadlines, such as the end and the beginning of the school year. Do not be overly impatient to reach agreement, as that can raise the other side's expectations.
17. Try to avoid responding to union proposals with a flat, unqualified, "No." An impression of flexibility is usually more effective.
18. If it will advance discussion, have the two chief negotiators meet informally without their teams.
19. Do not reward the other side for unreasonable stubborness or other bad behavior.
20. Do not overlook opportunities for compromise, especially if a strike threatens.

SPECIFIC PROVISIONS

Districts and unions alike monitor the experience of other localities with particular contract language. As a consequence, each side will tend to press for more or less standard clauses. The American Association of School Administrators provides the follow-

ing list of such clauses. Except as noted, these are items that management will ordinarily favor.

Management rights: assigns to the board authority over all issues not mentioned in the contract; may also specify a list of issues that are not part of the contract and over which the board retains full control.

Narrow grievance definition: limits grievances to matters arising from the contract.

No-strike clause: forbids the union from striking during the term of the contract (recommended even if the state statute bars teacher strikes).

Zipper clause: recites that the contract is the full agreement between the parties, and that neither side has an obligation to negotiate further.

Maintenance of standards: forbids the board from making any changes in ongoing practice that impinge on teachers without union approval. (To be avoided)

Incorporation clause: brings into the agreement such other documents as state and federal statutes and regulations. (To be avoided)

Clauses governing certain specific issues also turn up in many contracts.

Binding grievance arbitration: Not a problem if the contract is otherwise drafted with sufficient protection for the board.

Teacher evaluation: An inadvisable item if the results of evaluation are arbitrable, because it can lead to an excessive number of arbitrations. The evaluation procedure, however, may be arbitrated.

Class size: Should allow flexibility and computation through averages, rather than fixed upper limits.

Reduction in force: See below.

School calendar: Should leave the board sufficient flexibility to deal with weather emergencies and other unforeseeable circumstances.

REDUCTIONS IN FORCE

Among the teacher unions, job security ranks second only to salary as a negotiating issue. The concern stems, of course, from the continuing decline in enrollments in many parts of the country, with a concommitant reduction in the numbers of teachers needed. As a result, RIF clauses have become commonplace in negotiated contracts. Most set out the criteria for determining the sequence in which teachers are to be laid off.

Some of the state statutes specify RIFfing procedures in detail, and others list factors that must be taken into account. One common provision is that nontenured teachers must be laid off before tenured teachers, other considerations being equal. But seniority alone need not be the determining factor, unless the state law says otherwise. Within the limits of the statute, the union and the board are free to work out any formula they can agree on.

RIF clauses sometimes become very long and complex as the negotiators try to reconcile a large number of competing concerns: partial years of service, teachers who have taken extended leaves of absence, credit for service in other school districts, and so forth. The unions tend to prefer RIF clauses that use only objective criteria, particularly seniority, and that do not include competence as a factor. But seniority calculations can take into account more than years of service. Many unions are willing to adjust seniority listings so as to preserve recent affirmative action gains that would be lost in straight-seniority RIFfing. Union negotiators often press further for a provision to make the union leadership the last to be laid off, regardless of seniority, a request usually defended in terms of the need to maintain continuity in union affairs.

Of special concern to principals who bargain collectively is the calculation of seniority for a principal who is RIFfed from the principal's office back into the classroom.

When the drop in enrollment first became evident several years ago, some administrators looked forward to what one, not notable for tact, called "a chance to get rid of the deadwood." The unions, however, have resisted efforts to use performance evaluations in RIFfing decisions, and most districts have come to agree. Some were able to push through a RIF clause that took competence into account, but were later sorry that they had done so -- ordinarily a teacher who is RIFfed on the basis of an evaluation has a grievable claim, that can turn a routine termination into a protracted and costly procedure for the district. A RIFfing scheme tied to objective criteria does not raise this problem. At the other extreme, however, a RIF clause that looks only to straight seniority leaves the district no flexibility in whom it can lay off.

A careful district will seek wording that allows separate seniority listings at different grade levels and in different fields of certification. Otherwise, there is the risk that hard-to-come-by teachers in a field like math will have the least seniority and so be the first to be laid off, while the groups of teachers most affected by enrollment declines remain on the staff. Whatever seniority calculation is used for RIFfing, the same one often applies to rehiring.

The American Association of School Administrators points out that a contract provision concerning class size may interact with the RIF clause, and can limit the district's RIFfing ability. The mathematics of the two provisions taken together needs careful attention. A school system contemplating RIFs during the term of the contract should consider proposals governing class size with caution.

6.3. CONTRACT MANAGEMENT

SUMMARY

Every principal in a district that bargains collectively is responsible at least to some extent for administering the negotiated agreement.

BACKGROUND

Before the advent of collective bargaining in education, most principals were free to exercise a great deal of discretion in the operation of their schools. Day-to-day decisions on many issues within the building belonged to the principal alone. Assignments, scheduling, the composition of students in each class, certain curriculum materials, student discipline, extracurricular activities, arrangements for teachers to take needed time off, and a host of other items all lay within the principal's authority. While most principals could not hire and fire on their own say-so, their recommendations nonetheless carried great weight at the central office, and were often a decisive factor in the staffing process.

From a practical viewpoint, there can be little doubt that collective bargaining has reduced the freedom of principals to make decisions on their own. Many items once solely within the principal's discretion are now instead bargained out between the union and the board, to be set down in a contract which principals are then obliged to honor. When a contract says, "Class size shall not exceed such-and-such, after weighting students according to the formulas set forth in Subsection (b)," the principal's flexibility in making up classes is considerably curtailed. The contract might read, "No teacher shall for any reason be required to remain in the school building after five o'clock in the afternoon." Federal law disagrees: the working parents of a handicapped child have the right to meet with the child's teacher in the evening, but where principals might once have offered a morning off in exchange for evening meetings, the contract says they can no longer do so.

Well over a dozen studies in recent years have sought to determine the effect of collective bargaining on principals' authority. The results are mixed. Some studies do report a reduction in the decision-making power of principals. Others find that gains in teacher influence come at the expense of the central office, with principals' authority remaining relatively unchanged. Still others find that the change is inconsequential if it exists at all.

That the results are indecisive may speak to the complexity of the problem. But most of these studies used relatively small samples; and nearly all measured subjective reactions on the part of principals, teachers, and others, without attempting to track shifts in authority objectively. It would take a principal of uncommon insight and candor first, to recognize that his or her authority had been eroded, and second, to admit it for the record.

ROLE OF THE PRINCIPAL

Collective bargaining by teachers affects the principal's role in three distinct ways.

First, collective bargaining changes the nature of the principal's day-to-day job. To take just one example: any action by a principal that might be to a teacher's detriment opens the risk that the teacher will file a grievance. In a non-bargaining jurisdiction, a principal not satisfied with a teacher's classroom discipline, let us say, might merely ask the teacher to step into the corridor for a quiet discussion of the problem, with the hope that improvement would make stronger action unnecessary. Under a collective contract, however, the stronger action, whatever it may be, can be raw material for a grievance. The principal, in order to protect his position in later proceedings, may wish to postpone even that first informal conversation until sufficient information has been amassed and recorded to justify whatever action may later be necessary.

With the shift from unceremonious discussion to structured, formalized procedures comes new caution, a loss of flexibility, an increase in paperwork, and sometimes even a reluctance to take early, preventive action while a problem is still a small one.

Second, collective bargaining can change the way principals see their own role in the educational mix. Principals traditionally have thought of themselves as teachers as well as administrators. Indeed, a great many were teachers before moving into the principal's office, and continue to carry strong identification with the teaching profession. In schools where no collective bargaining arrangements exist, principals are more likely to see themselves as friends and allies of the teachers with the primary job of facilitating their work. Just as important, the teachers tend to share that perception of the principal's role.

By its very nature, however, the process of negotiating a contract pits the teachers in opposition to the board -- and its agents. When the time comes to interpret and apply the contract, principals tend to be caught in the middle. They must take a side -- the side of management. Their role shifts from that of teacher to teacher's adversary.

An example: It is the afternoon before a parent-teacher meeting at an elementary school. The students of one teacher have created some particularly innovative artwork. The

principal, proud of what the teacher is doing, suggests that they hang samples in the corridor leading to the auditorium, for inspection by the parents. The principal and teacher stay behind to do so and have not finished when the teacher's day -- under the negotiated contract -- comes to an end. A union activist on the staff, hearing about the incident, persuades the teacher to file a grievance alleging that the principal required overtime work and participation in an extracurricular activity not covered in the contract. What began as a simple, cooperative venture turns into a public labor dispute -- with the principal cast as the oppressor.

Third, collective bargaining tends to shift the principal's role from a maker of decisions to an interpreter of decisions made by others. Example: A teacher, one of the school's best, has not missed a day of work in four years. One Monday she asks to leave early on the following Friday; her sister, who lives in another part of the country, is being married on Saturday morning, and the flight connections require a Friday departure. Without a collective agreement, the principal's impulse is to say, "Of course." Under the contract, however, the matter is more complicated. What are the provisions for personal leave? Does this particular situation fit within any of them? If there is nothing more specific, can it be construed as a "personal emergency"? If the principal agrees, what other "personal emergencies" will his teachers invent when they merely want to go home early? If there is nothing in the contract to fall back on, and the principal allows the teacher to leave anyway, will other teachers demand similar treatment for less compelling events? On the other hand, will a refusal be grounds for a grievance? Will the incident lead to the union's demanding broader grounds for personal leave when the next contract is negotiated? Will the principal's acceding to the request turn out to be costly to the district next year?

This is a simple situation made complex by the existence of the negotiated contract. The safest solution for the principal is simply to deny permission, thereby alienating a valued colleague, and inviting criticism from the rest of the staff. Perhaps the next best solution is to tell the teacher, "The contract says you can't go -- but if you do go, I won't make anything of it." This approach seems to satisfy all sides. Still, it changes what would otherwise be an act of understanding leadership into a weak avoidance of responsibility. Nonetheless, in the end, the principal may have no better choice.

PLANNING FOR CONTRACT MANAGEMENT

Since principals have the primary responsibility for implementing the contract at the building level, it is important that they be thoroughly briefed both on the contract language and on what the negotiators take that language to mean. Ordinarily this preparation is best carried out by the same people who negotiated the agreement. Thus a

principal who took part in the bargaining sessions (see Section 6.2) would seem particularly well qualified to handle such briefings.

Surveys show that a majority of principals receive no formal inservice training or preparation either in contract administration generally, or in the terms of the particular contract that applies in their district. Nonetheless, a majority of principals report feeling competent to handle the contract and satisfied with their access to information from district-level administrators.

Be that as it may, principals who are uninformed as to the specifics of a contract may quickly learn that it takes only one or two active union members to make their lives very difficult. Accordingly, virtually all experts in the field urge a series of meetings that involve all affected principals. The meetings should start as soon as possible after the contract has been agreed to. For the agenda, the American Association of School Administrators recommends, as a minimum, material under the following headings:

Collective bargaining process. Especially in the first few years of bargaining, principals should understand that changes can be expected in their relationships with the teaching staff. They may need advice on how to minimize those changes. The principal who was formerly taken as an ally and a source of support may now come to be seen as a potential threat to economic advancement and job security. Conversely, however, it is worth reinforcing that the teachers, through their union, have voluntarily agreed to the contract, and are expected to honor it in good faith. Teachers should not, as a rule, expect departures from the contract in their favor. Nor have they any valid grounds for complaint when the principal refuses to make such departures.

Role of the union. Internal union mechanics can have a significant effect on the operation of a school, especially in those schools that have a concentration of union leaders on the staff. Teachers who formerly gave their primary loyalty to the school may turn to the union instead for reenforcement of their self-esteem. A union leader who wants to test contract language may do so by filing a grievance even though the principal has adhered to the contract in good faith. Entirely for reasons of union politics, the same leader may back up a fellow member in a patently worthless grievance. When rival unions are competing for membership in the school, they may attempt to outdo one another in finding fault with the school administration. Principals might keep in mind that much of the union activity directed against a particular principal need not in any way reflect on competence.

State collective bargaining law. In effect, the state statute that governs collective bargaining is a part of every contract, whether the contract says so or not. In the event of any conflict between the statute and the contract, the statute prevails. It is thus important for principals to have a good working knowledge of the statute's pro-

visions, for they may specify terms that the contract does not.

Contract. The core of this item is a line-by-line review of the contract language itself, but there are other components as well:

- Changes from the preceding contract: Union leaders may be especially likely to test new provisions, possibly through grievances.
- Reasons for particular provisions: The intent of a provision may not be obvious, especially if it was adopted to help solve a political problem for someone at the negotiating table. Some provisions in this category may have little or no operative effect; others may look innocuous but have hidden significance. Moreover, in a long and complicated contract with many cross-references, it may be difficult to work out just when and how certain provisions come into effect. The principal is entitled to a clear explanation on all such issues from the people who negotiated the contract -- preferably before a union leader comes to the principal's office to press a different interpretation.
- Reasons for particular wordings: Sometimes negotiators will settle on a phrase after hours of wrangling, and in the process may read more into the phrase than it seems to say on the surface. In order to apply the phrase properly, principals may have to understand some of the concerns that went into it.
- Likely trouble areas: Occasionally, in the press to reach settlement or to avoid a strike, the negotiating teams may agree to language that is ambiguous. Sometimes this is inadvertent; and sometimes the phraseology comes about only because each side understands the passage differently. Less often, the ambiguity is almost deliberate; the attitude on one side or the other is, "Let's get it signed now, and figure out later what it means." Principals are entitled to know early when any such problems have come to light, and they need the negotiating team's advice on how best to handle them in practice.
- Contradictions: Situations unforeseen at the negotiating table may arise in which two different contract clauses apply simultaneously, with contradictory results. Again, whenever these are detected on paper before they arise in practice, principals should be forewarned, and should be given clear advice on how to handle them.

Human relations. Many experts stress the importance of interpersonal relations in contract administration. The principal's position can be an awkward one: perceived by some teachers as an agent of the opposition, the principal nonetheless has the responsibility of fostering cooperation and smooth interactions among the teaching staff.

Contract Management--6.18

Only an effective leader can encourage teachers to put forth the extra effort needed to do their best. Skillful handling of a tense situation, moreover, can often head off a formal grievance, and may even avoid extra problems at the negotiating table the following year. Conversely, ineptitude in human relations can inflate almost any small dispute into a large one. One observer points out, however, that principals who do not already know how to handle disputes among people have no business being in the job.

MAKING THE DECISIONS

The concept of collective bargaining grew up initially in the fields and factories, where workers are largely interchangeable. One person may be able to pick more corn in a day than another, or tighten down more bolts, but few other personal characteristics will make much difference in job performance. The contract manager's task is then correspondingly simple: he or she need only treat all workers alike, in accordance with the contract. To a greater or lesser extent, like treatment will result in like performance.

With the extension of collective bargaining to what have traditionally been regarded as professional positions, that simple equation breaks down. Teaching, in particular, is anything but a rote job. It demands not only skill but also creativity, sensitivity, resourcefulness, responsiveness, a willingness to innovate, and numerous other characteristics that are far from uniform among any group of people. Indeed this inherent diversity suggests one possible definition of a profession: a calling in which the person himself must shape the nature of his own tasks from day to day.

The principal, who must administer an agreement covering a collection of such persons, is thus caught in a dilemma. On one side is the contract under which all teachers must be treated alike, much as if they were workers on an assembly line. Failure to comply with the contract, in this or any other respect, exposes the district to legal liability. Thus, in order to protect their employers, principals must adhere to the contract faithfully.

On the other side of the dilemma is the likelihood that strict compliance will stifle innovation and improvement. As a rule, people treated like assemby line workers will begin to behave like assemby line workers. Consider the creative teacher who wants to develop and pilot a new program. Doing so may require released time, or money for materials. The contract will ordinarily limit both. To stay within the strict terms of the contract can make the new program impossible. What is worse, it can be very deflating for the teacher to be held back from doing the best possible job. A few years of such refusals may very well turn an energetic, innovative teacher into a drudge.

Thus for the principal to do a good job in educational terms may entail personal risks, including the risk of job security. The support of improvement, through special privileges

for the best teachers, can result in legal action by teachers who are less able. Even when the principal can obtain staff approval for some special arrangement, that approval will not be binding on the union. Later on, a disgruntled member can still complain of unfair labor practices, and file a grievance over the matter.

The research studies tell us that in practice, many principals -- probably most -- take the risk and deviate from the contract, at least occasionally. But in the words of one report, principals "are less able to adopt the free-wheeling personality-based style which many principals have traditionally associated with their concept of 'educational leadership.'" Mitchell et al., Am. J. Ed., Feb. 1981, p. 163. Principals can no longer play hunches as freely as they used to. Watching over their shoulders for the union, many now feel the need to reason out and document their positions before they can act. Further, the sense of a cautious and conservative hand at the helm may restrain teachers from seeking out new and better ways of helping children learn.

Districts vary widely in how much freedom is allowed the principal to deviate from the contract. The official word is almost always, "Don't do it." Anything else is an invitation to trouble from the union. But in day-to-day practice, many districts are less rigid.

In some the discretion given to principals is considerable. While this practice may be educationally advantageous on the whole, and while it may allow the principal to make the best use of staff and facilities, it carries a significant risk of challenge by the union. This is especially true where the result of such flexibility is for teachers at different schools to work under markedly different conditions. A union leader faced with that situation is all but obliged to take action. Accordingly, a district that wishes to grant its principals discretion at the building level is often wise to institute policies that will keep conditions reasonably uniform from school to school. Where relations between the union and the district are good, such policies can sometimes become the subject of informal, unwritten agreement. Unless the contract is renegotiated, however, both sides alway retain the right to fall back on it.

Sometimes similar arrangements can be made at the building level: the principal and teachers may informally agree to depart from the contract in particular ways. But again, should the arrangement break down, the result can be legal action. The courts, when that happens, will take no interest in what the staff of one building agreed to among themselves, for they lack any legal authority to modify the contract.

The other extreme in contract administration is a district policy to the effect that no principal may allow any deviation from the contract whatsoever, no matter how trivial, without approval from the central office. This affords the district maximum protection from union action, but it can seriously impair the principal's daily performance. Perhaps the worst consequence is that teachers are likely to see such a principal as a flunky, without

any real authority in the school's operation.

Whichever model a district uses -- in most cases it is one somewhere in between -- it is important to keep open a fast channel of communication between the principals and the person who is empowered to interpret the contract for the district. In a small district, that may be the superintendent, or in a larger district, a senior staff member. If the district hired a consultant to negotiate the agreement, the consultant may also have the responsibility of helping principals to apply the agreement while it is in force. Some districts have principals meet periodically, on a scheduled basis, with whomever is best qualified to advise them on what the contract means in particular situations.

Under the best of circumstances, principals administering collective agreements are in a chronically tight spot. They need consistent help and support from above. If Ms. Smith has a group that is reading so far above grade level that supplementary materials are needed, and if it is unclear whether the contract covers the situation, the principal is entitled to a fast and accurate answer: "Buy them," or, "Don't buy them," or -- best of all -- "You decide, and we'll back you either way." The principal who seeks help on such questions should never have to make a blind guess.

GRIEVANCES

Sometimes a teacher filing a grievance is genuinely aggrieved by an action of the principal. And sometimes the situation may be far less direct. The union may be testing contract language. The grievance may be a spin-off from union politics, with a leader hustling to get out in front of the members. The grievance may reflect competition between rival unions. It may be a retaliatory action over an incident unrelated to the contract. Or, the union may be setting up its bargaining position for the next round of negotiations.

In view of such factors, it is usually unwise to evaluate principals according to the number of grievances coming from their schools. While a union will sometimes pick a weak principal as an easy target, a much grieved-against principal may instead merely be a target of opportunity.

Grievances are most easily minimized at the negotiating table, long before the contract goes into effect. The district should seek to define the grounds for a grievance as narrowly as possible, consistent with state's labor laws. It is also wise to set a time limit, requiring that the grievance must be filed within a certain number of days after the alleged violation occurred. Limiting the number of steps that a grievant may take will make the process less onerous for the district. Use of a standardized form that requests all pertinent information can likewise make the process faster, and hence less costly.

The American Association of School Administrators offers the following advice for avoiding grievances while the contract is in force:

- Keep open lines of communication with teachers; express willingness to hear problems.
- Do not change policies and procedures that affect teachers without consulting them -- even if not required to do so by the contract.
- Be consistent.
- Know the contract and follow it strictly, but do not hesitate to exercise management rights on matters outside the contract.
- Get to know the union representative as a person.
- Keep promises to teachers.
- Personalize good things and depersonalize bad things.
- Treat employees with respect. Reprimand an employee in private, never in front of peers.

Above all: do not take a grievance personally. The principal still must work with that teacher, and with his or her friends and colleagues, while the grievance is being processed. To take a grievance as an individual affront is a luxury that no principal can afford.

6.4. PRINCIPALS' BARGAINING

SUMMARY

Where principals are themselves members of bargaining units, the potential for role conflict is greatly increased. The principal who bargains is, in effect, attempting to sit on both sides of the table simultaneously, in the roles of both management and labor.

BACKGROUND

Approximately 20 percent of principals nationwide are members of bargaining units. The figures are highest in New England and the Mideast, where they range around 50 percent, and become vanishingly small in the South. The National Association of Elementary School Principals has recently adopted a resolution that strongly supports the right of principals to organize and negotiate.

The state bargaining statute might specify that districts *must* bargain with principals, or that they *may* bargain with principals. There is also a third alternative: the statute may be silent on the question. Approximately 19 states, moreover, have no applicable statute at all. There, districts and principals may bargain if they wish to. When principals want to bargain, but the district does not, the question may have to be decided in the courts.

Principals are most likely to bargain collectively in those areas that have strong teachers' unions, and where bargaining with teachers has already been underway for some years. But, according to a study by the National Association of Elementary School Principals, only about one-fourth of principals under collective contracts share those contracts with their teachers. The remainder negotiate separate agreements, either as a distinct unit within the teachers' union, or in a union of their own. Under either model, principals often sit alongside middle management personnel from the central district office.

The belief that collective bargaining aids their salary and welfare is far from unanimous among principals. The NAESP survey mentioned above found that principals who have collective bargaining tend to value it more highly than those who do not. Still, a large majority of principals overall either feel that collective bargaining has little or no effect on salaries and welfare, or else answer the question with, "Don't know."

Principals are equally undecided on whether their own collective bargaining is good or bad

for education generally, according to NAESP. See the table below. While 43 percent of principals feel that collective bargaining by teachers has detrimental effects on education, that figure drops to 16 percent for collective bargaining by principals. At the same time, however, fully three-quarters of all principals, when asked about the effects on public education of collective bargaining by principals, answer either, "Little or no effect," or else, "Don't know." Only 9 percent feel that principals' bargaining is of benefit to education.

EFFECTS OF COLLECTIVE BARGAINING ON QUALITY OF EDUCATION

	Good Effect	Bad Effect	Little If Any Effect	Don't Know
By teachers	11%	43%	30%	17%
By principals	9%	16%	29%	46%

Source: NAESP

Not surprisingly, superintendents are opposed to collective bargaining with principals, by nearly four to one. Among districts that do bargain with principals, however, opposition drops to only 35 percent. It is unclear from the data whether these superintendents find that bargaining is less onerous than their colleagues elsewhere may fear, or that they are merely bowing gracefully to the inevitable.

The problem of split loyalty among principals who bargain becomes clear in a survey of teachers, teachers' association presidents, superintendents, and school board chairpersons. A majority of teachers and association presidents feel that principals and teachers should bargain together. School board chairs and superintendents, on the other hand, argue that principals are part of management, and so should cooperate with the school board in teacher negotiations.

RATIONALES

Principals who favor collective bargaining do so for many of the same reasons as do people in other occupations: to have a greater say in their own salaries and wages, to bar capricious action by their employers, to open formal channels for complaints, and to provide for job security.

The peculiarities of the educational setting, especially in those jurisdictions where teachers are bargaining, provide principals with extra motivation to bargain as well. By the time the district and the teachers have reached agreement, there may be little left over for principals in the way of salary and benefit increases. In those districts that

are bargaining with teachers over matters that were formerly within the principal's discretion, principals may see collective bargaining as one route to regaining some of their former authority. And, with enrollments declining and schools closing across much of the nation, the number of principals needed in some places is declining. Collective bargaining becomes a tempting means of assuring job security in the face of a shrinking market.

Most arguments against principals' bargaining look to the conflict of roles that can result. The school board expects the principal to administer the contract at the building level, and in so doing, to protect the board's interests against any adversarial actions by the teachers and their union. Were principals to belong to the same union as the teachers, their loyalties would necessarily be divided. Such principals would have a natural tendency to see the issues from the union's viewpoint, a perspective that could work to the disadvantage of the board. Even if principals were affiliated with a different union, such a group would be unlikely to work against the interests of the teachers' organization. On the contrary, they might well see considerable advantage in working together. To the school board, which must negotiate with both, the result would further complicate an already complex process.

Such circumstances place principals in a classical conflict of interest situation. Their personal interests are at the same time repelled and attracted by the varying positions of the board and the teachers' union.

Observers opposed to collective bargaining by principals claim further that the practice diminishes principals' professional standing. They argue that principals, by the nature of their job, must be able to exercise independent decision-making authority. A collective contract, because it predetermines certain issues, transfers some of that authority from the principal's office to the negotiating table. A parallel argument points out that the contract likewise diminishes the principal's effectiveness in dealing with teachers, because teachers will know that the principal's mandate to operate the school has been delimited under the contract.

NEGOTIATING WITH THE DISTRICT

The most serious conflict of interest situation arises under the scenario such as the following: A district is negotiating with its teachers. For the reasons developed in Section 6.2, above, the district places a principal on its negotiating team. Negotiations are successful. The board signs a contract with the teachers. Now, it is the principals' turn to bargain. The same principal who previously helped to represent the school board against the teachers stands up. He crosses to the other side of the table and sits down to negotiate on behalf of the principals. The first item in the principals' proposal: a schedule that pegs their salaries and benefits to a fixed percentage over what the teachers make.

Principals' Bargaining--6.26

The problem is clear. If the principal does a good job for the district in the first negotiation, by keeping teachers' salary increases down, he harms his own union in the second negotiation. Conversely, to do his best for the union and his co-principals, he must first undermine the board. The same problem prevails, though in more subtle form, when different principals represent both sides. The problem also appears when the board does not agree to peg the principals' salaries to those of teachers, because the teachers' gains are certain to reflect in the principals' bargaining positions.

In a case in the Midwest, a principal was fired for sitting on the wrong side of the table -- and a federal appeals court upheld the dismissal. The principal involved was a member of the local teachers' union and was chosen as the union's chief negotiator for a particular year's bargaining sessions. On the evening after the last session, the board voted not to renew the principal's contract, alleging that he had shown poor judgment. A follow-up letter held that he had created a conflict of interest in acting as chief negotiator for the union. The principal sued to be reinstated, alleging violation of his constitutional right of association.

The appeals court allowed the dismissal to stand, on grounds that the board's interest in the maintenance of an efficient school system outweighed the constitutional rights argument, in that he had opposed the board by representing an association that included teachers whom he had been hired by the board to supervise, evaluate and discipline. *Norbeck v. Davenport Community School District*, 545 F.2d 63 (8th Cir. 1976). The court thereupon held that the principal had performed a disservice to his employers.

A concurring opinion, however, raised the point that by having engaged in bargaining with the principal, the board may have thereby acquiesced in his serving as negotiator for the union. It would thus be unfair, the reasoning went, for the board later to turn around and condemn him for having taken that role. However, the principal's attorney had failed to raise this point, and so the court had to ignore it.

The lesson is that the courts will not allow a principal to serve two masters. A principal who wishes the benefits of union membership must in turn give up some of the authority that has traditionally been attached to the office of principal.

6.5. OVERVIEW AND CONCLUSION

SUMMARY

The elements of successful school administration under a collective agreement include information, planning, and, especially, good communications.

TRENDS

The existing state statutes on collective bargaining for teachers were passed, for the most part, during the 1960s and early 1970s. The remaining states show little movement toward following suit. In the states that do endorse collective bargaining, the fraction of participating teachers continues to inch slowly upward.

Disagreement persists over whether teachers' bargaining has served their long-term welfare. Some studies show little or no advantage in salaries and fringe benefits, compared to jurisdictions that do not bargain collectively. A few experts go further, arguing that the adversarial nature of collective bargaining has held teacher salaries below the levels that they might otherwise have reached. Still other studies find, however, that teachers' unions have significantly improved their members' financial situations. The results vary widely from one locality to another; and it is possible that the discrepant conclusions may be explained also by different methods of accounting for certain items such as union dues and wages lost in strikes.

Much clearer are the nonfinancial benefits claimed by teachers from collective bargaining. In most unionized districts, teachers have substantially increased their control over hours and other working conditions; and in some districts, over educational policy -- which is to say, the issues that most directly affect principals.

The fraction of principals who themselves bargain collectively stands at approximately 20 percent, and shows no particular trend in either direction. It is possible, however, that the pressure of principals to organize may increase: as authority over policy issues shifts from the school board to the teachers' negotiating table, principals may feel that they are being left out of the decision-making process and suffering a significant erosion of their ability to provide leadership.

Overview and Conclusion--6.28

INFORMATION

To administer a collective agreement, the principal needs information in three main categories: on the agreement itself, on the district's interpretations of the agreement, and on the degree of flexibility that the district is willing to afford the principal. An attempt to run a school -- or anything else, for that matter -- without knowing the precise boundaries of one's own authority is foolhardy in the extreme, likely to result in ineffective management, grievances, or both.

Conversely, the principal will often have information that district negotiators need, especially when particular contract provisions do not work out well in practice. and so need to be changed in the next round of negotiation. Some districts systematically gather this kind of information from principals in the pre-negotiation stages (see Section 6.2). In others, the principal may have to take the initiative in raising the problems, and in developing the argument for change.

PLANNING

It is a basic principle of management theory that authority and responsibility must be roughly equivalent. A collective bargaining agreement between a district and its teachers often specifies certain aspects of working conditions and matters of educational policy that may limit the principal's authority. The National Association of Elementary School Principals identifies the issue, and sets forth the most practical solution:

> Many of these negotiated agreements [with teachers] yield decisions that have serious impact on the educational programs for which principals are held accountable. It is, therefore, axiomatic that principals should have a role in the negotiations process in order to capitalize on their unique perspective of the complex factors in elementary education.
>
> Platform 1982, NAESP.

Even when decisions traditionally recognized as being within the province of the principal are instead made at the negotiating table, the principal may still be held responsible for the effects of those decisions. The balance of authority and responsibility requires, then, that principals have some say in the decision. Accordingly, the pre-negotiation meetings with principals, referred to above, are an important planning stage.

Planning of a different sort continues through the negotiations themselves, toward trying to foresee and provide for the various eventualities that might arise under the contract. Among the people on the management side of the table, principals are likely to understand most clearly the practical implications of proposed language. Again, the participation of principals is all but indispensable.

The third planning stage occurs between the signing of the contract and its implementation, in the detailed and extensive briefing of all affected principals on the contract language and its implications. (See Section 6.3.)

COMMUNICATIONS

Good communications between a district and its principals, before and during negotiations, will help to ensure a workable agreement. Once the agreement takes effect, principals need continued access to district officials for guidance in particular situations.

Often the most important single factor in preventing misunderstandings, and the grievances that can follow, is communication between principal and teachers. But the positive outcomes of good communication are even more important. Ideally all of the staff will share a sense of loyalty and active cooperation. Changes sprung from above without warning can undermine that feeling, while early and frequent consultation helps to shore it up. Hence, it is usually advisable to be open with teachers, discussing with them even those issues that the contract leaves to the principal's sole discretion. The principal need not always follow teachers' wishes, but an unpopular decision will ordinarily meet less resistance if the people affected have had the chance to express their opinions on it beforehand.

Open communication with teachers can serve a useful preventive role as well. A teacher with a problem may have only two people to approach: the principal and the union representative. If the teacher feels that he or she will not have a fair hearing from the principal, then the chances of a grievance being filed are much increased. Conversely, a principal to whom teachers will freely bring their problems is in a far better position to reach accord with a teacher in private, and so to head off problems before they become formalized.

It is impossible to overstress the importance of good communications among all the parties, at every stage of negotiating and administering the collective agreement. It is the need to communicate in a strong voice which, in some respects, leads teachers to organize in the first place. The bargaining process does in fact solve certain kinds of problems; but as we have seen, it also raises the potential for others. Yet these problems, too, can often be minimized or even avoided altogether through a readiness to communicate.

Whatever opinions individual district administrators, principals, and teachers may hold on collective bargaining, and whether it helps or hinders education generally, the collective agreement is a device that will remain. Given that fact, the principal's task is two-fold: first, to help arrive at a contract that promises the best combination of opportunities for building and maintaining an educationally productive environment; and second, to work alongside teachers within that contract toward the common goal of helping children to learn.

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